

Form B240

IDAHO REAFFIRMATION AGREEMENT
UNITED STATES BANKRUPTCY COURT

DISTRICT OF IDAHO

Debtor's Name: HECTOR MARTINEZ	Bankruptcy Case Number: 04-00208 Chapter 07
CREDITOR: LES SCHWAB TIRE CENTERS OF BOISE, INC. P.O. BOX 667 PRINEVILLE, OR 97754	LS Account #: 102-91

- Instructions:**
- 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection;
 - 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

NOTICE TO DEBTOR:

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement, at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later by notifying the creditor that the agreement is cancelled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code S 524 (c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on the property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless: 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate).

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REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to the debt described in this agreement as follows:

THE DEBT

Total Amount of Debt When Case was Filed \$607.12

Total Amount of Debt Reaffirmed \$522.00

Above total includes the following:

Interest Accrued to Date of Agreement \$0

Attorney Fees \$0

Late Fees \$0

Other Expenses or Costs Relating to the \$0

Collection of this Debt (Describe) \$0

Annual Percentage Rate (APR) 18 %

Amount of Monthly Payment \$50.00

Date Payments Start 60 Days After the Reaffirmation Agreement is Filed with the Court

Total Number of Payments to be Made _____

Total of Payments if paid according to schedule _____

Date any lien is to be released if paid according to schedule _____

Debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional terms agreed to by the Parties (if any):

As long as debtor complies with creditor terms and conditions, creditor will honor a credit limit equal to the balance reaffirmed herein. If special payment arrangements have been made, and at any time additional charges are added to this account, payments and interest will default back to the original payment schedule.

Payments on this debt ☐ [were] ☒ [were not] in default on the date on which this case was filed.

This agreement differs from the original agreement with the creditor as follows:

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (IF ANY)

Description of Collateral (if applicable, list manufacturer, year, and model).
4-Z800 ULTRA TIRES

Value \$522.00

Basis or Source for Valuation Average economic life expectancy or a pro-rata percentage of wear

Current Location and Use of Collateral Unknown

Expected Future Use of Collateral Personal/Business

Check Applicable Boxes:

- ☒ Any lien described herein is valid and perfected.
☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy code (11USC 523) or any other dispute. The nature of dispute is _____

DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My monthly income (take home pay plus any other income) is \$71⁰⁰.

My current monthly expenses total 100⁰⁰, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement ☒ [will] ☐ [will not] impose an undue hardship on me or my dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because These fees are the only fees for my vehicle

I believe this agreement is in my best interest because I won't have a vehicle to drive

I ☐ [considered] ☒ [did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. 722). I chose not to redeem because _____

I ☐ [was] ☐ [was not] represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien ☐ [are] ☐ [are not] attached. [If documents are not attached: The documents which created and perfected the security interest or lien are not attached because _____]

SIGNATURESDate: 03-23-04

Hector Martinez
HECTOR MARTINEZ

Ada Martinez 03-23-04

Date: _____

LES SCHWAB TIRE CENTERS OF BOISE, INC.
(Name of Creditor)

Marty Carlson
Marty Carlson, Bankruptcy Administrator

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

Lawrence G. Sirhall, Jr.
LAWRENCE G SIRHALL, JR.
(Signature of Debtor's Attorney, if any)

Date: 3/23/04

IN THE UNITED STATES BANKRUPTCY COURT FOR THE _____ DISTRICT OF IDAHO _____

In re:

Case No. 04-00208

HECTOR MARTINEZ

AFFIDAVIT, MOTION, AND STIPULATION WAIVING
APPEARANCE OF DEBTORS AT REAFFIRMATION
HEARING (Re: Les Schwab)Ada Martinez

Debtor(s)

AFFIDAVITSTATE OF STATE _____, COUNTY OF Ada, ss:

COMES NOW THE UNDERSIGNED, who after being first duly sworn on oath, deposes and says as follows:

I am debtors' attorney of record herein and am familiar with the facts of my clients' financial affairs.

I have advised debtors herein that they are under no legal duty or obligation to reaffirm any debt; if they do reaffirm a debt, it essentially means that debtors are waiving discharge as to that particular debt, and it continues through as though there had been no bankruptcy and the debtors could again be sued on said debt upon any default.

To the best of my information and belief, reaffirmation of this debt will not impose an undue hardship on debtors or any dependent of debtors and is in debtors' best interests.

Lawrence G. Siball Jr.
Attorney for Debtors

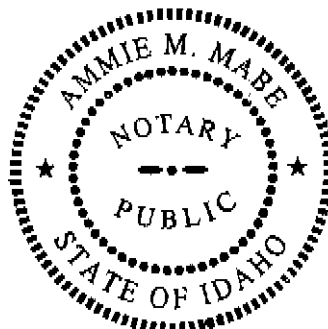
SUBSCRIBED AND SWORN TO before me this 22nd day of March, 20 04.

Amel Mah
Notary Public of the State of STATE

residing at Borco

My commission expires . . .

1-19-2005



AFFIDAVIT, MOTION, AND STIPULATION WAIVING APPEARANCE OF DEBTORS AT REAFFIRMATION HEARING
(Re: Les Schwab)

STIPULATION

COMES NOW THE UNDERSIGNED creditor whose claim is being reaffirmed by debtors, who stipulates and agrees that debtors herein may be exempted from the necessity to appear before the court at a reaffirmation hearing.

DATED this 19th day of March, 20 04

LES SCHWAB TIRE CENTERS OF BOISE, INC., Creditor

by Marty Carlson
Marty Carlson, Bankruptcy Administrator

AFFIDAVIT, MOTION, AND STIPULATION WAIVING APPEARANCE OF DEBTORS AT REAFFIRMATION HEARING
(Re: Les Schwab)